

**III.10.B.15. May Verizon require any form of collocation by AT&T as a prerequisite to gaining access to the low frequency spectrum of a loop, the high frequency spectrum of the loop, or both, unless such collocation is required to place equipment employed by AT&T (or its authorized agent) to provide service?**

Verizon VA does not require AT&T to collocate as a prerequisite to gaining access to the low frequency spectrum of a loop, the high frequency spectrum of a loop, or both except to the extent that a data provider—whether AT&T or an authorized agent—must physically or virtually collocate a splitter and DSLAM equipment to provide data services. A voice provider engaged in a line splitting scenario, however, does not need any additional collocation arrangement where it uses a loop and switch port combination provided by Verizon VA to provide voice service.

**Q. WHY SHOULD THE COMMISSION REJECT AT&T’S PROPOSED CONTRACT LANGUAGE REGARDING LOOP QUALIFICATION?**

A. AT&T’s proposed § 1.3.4 is unnecessary. The New York DSL Collaborative is addressing loop qualification issues in an effort to ensure that all CLECs use the same loop qualification procedures when ordering from Verizon. As a participant in the collaborative, AT&T is already involved to a certain extent in the planning of any modifications to available data compilations or procedures. Nothing in the Act requires Verizon VA to involve AT&T or any other entity any further in the planning or implementation of any processes.

Moreover, AT&T’s attempt to require pre-qualification interface(s) to be “uniform across all of the states served by Verizon” ignores the fact that the OSS

that serve the former GTE and the former Bell Atlantic territories will remain separate, and that integration of the Pennsylvania and Virginia systems will take some time.

**Q. HAS ANY OTHER STATE COMMISSION REJECTED AT&T'S PROPOSAL TO USE ITS OWN PRE-QUALIFICATION TOOLS?**

A. Yes. In its recent order resolving arbitration issues between AT&T and Verizon NY, the New York Commission ruled as follows:

Loop pre-qualification matters are being addressed in the DSL Collaborative Proceeding (Case 00-C-0127) that began in August 1999. If we were to approve AT&T's proposal to use its own pre-qualification tools, Verizon would have to modify its system that other CLECs also use, and the company would incur added expenses. *We find that the prevailing system that has been designed for all carriers is adequate.* However, to the extent that it is technically feasible to modify the requisite systems to *accommodate both AT&T's needs and those of the other CLECs, and if AT&T is willing to pay for the modifications*, Verizon should make them.<sup>58</sup>

Verizon VA agrees that only those modifications that are technically feasible, accommodate the needs of all CLECs, and that the CLECs commit to paying for should be made to its systems. Verizon VA's loop qualification procedures have been developed through a collaborative process with these goals in mind.

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<sup>58</sup> Joint Petition of AT&T Communications of New York, Inc., TCG New York Inc. and ACC Telecom Corp. Pursuant to Section 252(b) of the Telecommunications Act of 1996 for Arbitration to Establish an Interconnection Agreement with Verizon New York Inc., CASE 01-C-0095, Order Resolving Arbitration Issues (N.Y.P.S.C. July 30, 2001) ("NY AT&T/Verizon Arbitration Order") at 55 (emphasis added).

**Q. IS IT POSSIBLE TO PROVIDE AT&T WITH PRE-ORDERING INFORMATION THAT INFORMS AT&T WHETHER A LOOP HAS BEEN PREVIOUSLY PRE-QUALIFIED OR CONDITIONED BY OR ON BEHALF OF ANY OTHER CARRIER?**

A. No. The xDSL Loop Qualification Database ("LQD") does not advise CLECs whether an address or telephone number was previously pre-qualified for xDSL by or on behalf of any other Carrier. The xDSL LQD also does not provide loop qualification information on conditioned loops because conditioned loops are ordered as Digitally Designed Loop ("DDL") service and not as xDSL. The xDSL LQD is designed to provide loop qualification information only for xDSL, and does not reflect conditioning on DDL. However, Verizon's engineering records would be updated to reflect the results of any conditioning performed (*e.g.* removal of loads). However, Verizon's updated engineering records do not indicate that conditioning had been performed by or on behalf of any other Carrier.

**Q. WHERE A LOOP HAS BEEN PRE-QUALIFIED OR CONDITIONED FOR ANY OTHER CARRIER, SHOULD VERIZON VA BE RESPONSIBLE FOR THE PERFORMANCE OF THAT LOOP WHETHER OR NOT AT&T PRE-QUALIFIES THE LOOP?**

A. For the reasons outlined in Verizon VA's Direct Testimony<sup>59</sup>, no. Moreover, AT&T's proposal ignores two years worth of work in the New York DSL

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<sup>59</sup> Advanced Services Panel Direct Testimony at 22-23.

1 Collaborative with regard to digital loop provisioning and performance. In that  
2 proceeding, some CLECs claimed that they wanted to “customize” the  
3 characteristics of the loop to support their own product offerings. However, one  
4 CLEC’s customization of a loop may not be compatible with another CLEC’s  
5 product offering. As a result, loop pre-qualifications would still have to be  
6 performed, and conditioning options would still need to be available to requesting  
7 CLECs. Verizon VA should not be held responsible for loop alterations made by  
8 one CLEC when another CLEC takes over the loop.

9 **Q. ARE VERIZON VA’S LOOP QUALIFICATION PROCEDURES**  
10 **LENGTHY AND EXPENSIVE AS SUGGESTED AT PAGE 128 OF AT&T**  
11 **WITNESS PFAU’S TESTIMONY?**

12 **A.** No. In a majority of cases, AT&T will be able to perform a mechanized loop pre-  
13 qualification, which takes seconds to perform for a minimal cost. Indeed, 97% of  
14 the central offices in Virginia that currently have collocation arrangements  
15 (representing 99.5% of the lines) are in the loop qualification database. In those  
16 instances where an Engineering Query is necessary, the results are returned within  
17 3 business days.

18 **B. RESPONSE TO WORLDCOM**

19 **Q. AT PAGE 26 OF THE DIRECT TESTIMONY OF MESSRS. GOLDFARB,**  
20 **BUZACOTT AND ROY LATHROP (“WORLDCOM’S ADVANCED**  
21 **SERVICES PANEL”) WORLDCOM RECOMMENDS THAT THE**  
22 **COMMISSION DELETE THE WORD “COPPER” FROM VERIZON**

**VA'S DEFINITION OF LINE SHARING AND LINE SPLITTING. IS THIS APPROPRIATE?**

A. No. Verizon VA's definition of line sharing and line splitting is consistent with the Commission's definition of the high frequency portion of the loop ("HFPL"), and recognizes the fact that xDSL services are limited by technology to the copper portion of a loop. Commission Rule § 51.319(h)(1) defines the HFPL as "the frequency range above the voiceband on a *copper* loop facility that is being used to carry analog circuit-switched voiceband transmissions."<sup>60</sup> While the Commission clarified that the requirement to provide line sharing applies to the entire loop, even where the incumbent has deployed fiber in the loop (*e.g.*, where the loop is served by a remote terminal), it also recognized that "the high frequency portion of the loop network element is limited by technology, *i.e.*, is only available on a copper loop facility."<sup>61</sup>

As explained in Verizon VA's Direct testimony, Verizon VA's proposed contract does provide access to the HFPL that is served by fiber.<sup>62</sup> However, access to the HFPL of a fiber loop cannot be provisioned in an identical manner as on an all copper loop facility. By addressing these scenarios in separate sections of the contract, Verizon VA's proposed definitions recognize this distinction.

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<sup>60</sup> 47 C.F.R. § 51.319(h)(1).

<sup>61</sup> *Line Sharing Reconsideration Order* at ¶ 10.

<sup>62</sup> *See* Advanced Services Panel Testimony at 42-47.

**Q. EXCEPT FOR THE DEFINITIONS OF LINE SHARING AND LINE SPLITTING, HAVE WORLDCOM AND AT&T REACHED AGREEMENT ON THE PROVISIONING OF ACCESS TO THE HFPL?**

A. It appears that in principal the parties may have reached agreement. WorldCom Advanced Services Panel's Direct Testimony at 22 states that it has amended its proposed contract language on line sharing and line splitting, and now only proposes the language outlined in its July 19, 2001 letter to the Commission. Verizon VA is in the process of reviewing and negotiating this language with WorldCom, and believes that the parties can reach agreement on Issue III-10. Verizon AV reserves the right to supplement its testimony (including the submission of oral testimony at any hearings) if the parties fail to reach agreement on this issue.

**Q. WORLDCOM'S ADVANCED SERVICES PANEL AT 26-27 POINTS OUT THAT VERIZON IS CONSIDERING A WHOLESALE xDSL AT THE RT OFFERING SIMILAR TO SBC'S PROJECT PRONTO OFFERING. HAS VERIZON MADE ANY DEFINITIVE DECISION TO MOVE FORWARD WITH SUCH AN OFFERING?**

A. No. Verizon will deploy DSLAM functionality only where it makes business and economic sense to do so. First, only some remote terminals are equipped with DLC technology that may be upgradeable to support DSLAM functionality. The rest have older generation subscriber carrier systems that may not be upgradeable at all or that cannot be upgraded without overlaying new equipment. Second, for xDSL to be economical at a specific remote terminal, there must be sufficient

amount of xDSL usage. Third, an ILEC would be required to perform a site-by-site evaluation of its remote terminal to determine if each could be used in this way (if spare channel banks are available for integrated line cards, spare fiber is available for transport to central office, power and environmental capacity are available, etc.). This architecture might be a practical method to economically deploy xDSL capabilities at the remote terminal in certain situations, *i.e.*, where sufficient demand exists and the specific conditions of the remote terminal permit the deployment of xDSL functionality. Finally, any level of deployment would depend on Verizon's being able to recover its costs through compensatory rates.

**Q. IF VERIZON VA UPGRADES ITS NETWORK TO PROVIDE xDSL-BASED SERVICES USING LOOPS SERVED BY FIBER-FED DLC, WILL IT PROVIDE CLECS ACCESS TO THOSE FACILITIES ON THE SAME TERMS AND CONDITIONS AS IT GRANTS TO ITS AFFILIATES?**

A. Yes.

**III. ISSUE V-6: UNDER WHAT TERMS AND CONDITIONS MUST VERIZON PROVIDE AT&T WITH ACCESS TO LOCAL LOOPS WHEN VERIZON DEPLOYS NEXT GENERATION DIGITAL LOOP CARRIER (NGDLC) LOOP ARCHITECTURE?**

**Q. DOES VERIZON VA'S PROPOSED INTERCONNECTION AGREEMENT TO AT&T PROVIDE ACCESS TO LOOPS SERVED BY DLC?**

A. Yes. Verizon VA's proposed interconnection agreement includes DLC served loops within those loops to which Verizon VA provides unbundled access under § 11.2 with one exception. Section 11.7.6 governs loops that are served by

1 Integrated Digital Loop Carrier ("IDLC"), which is defined in § 1.39 as a  
 2 subscriber loop carrier system which integrates within the switch at a DS 1 level  
 3 that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps  
 4 digital signal. Under § 11.7.6, if AT&T orders one or more loops provisioned  
 5 over IDLC or remote switching technology deployed as a loop concentrator,  
 6 Verizon VA shall, where available, move the requested loop(s) to a spare physical  
 7 loop, if one is existing and available, at no additional charge to AT&T. If,  
 8 however, no spare physical loop is available, Verizon VA shall within three  
 9 business days of AT&T's request notify AT&T of the lack of available facilities.  
 10 AT&T may then at its discretion make a Network Element Bona Fide Request to  
 11 Verizon VA to provide the unbundled loop through the demultiplexing of the  
 12 integrated digitized loop(s). AT&T may also make a Network Element Bona Fide  
 13 Request for access to unbundled local loops and the loop concentration site point.  
 14  
 15 Verizon VA also proposes sub-loop arrangements and line and station transfers to  
 16 provide access to the HFPL where DLC has been deployed.<sup>63</sup>

17 **Q. WHY MUST VERIZON VA MOVE A REQUESTED LOOP TO A SPARE**  
 18 **PHYSICAL LOOP WHERE THE LOOP IS SERVED BY IDLC?**

19 A. In an IDLC architecture, a group of 24 voice channels are multiplexed onto a  
 20 single DS-1 facility that terminates directly into the switch in the central office  
 21 through a central office terminal. There is no physical appearance of the

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<sup>63</sup> See *id.* at 42 - 47.



1 unbundled loop at the main distribution frame in the central office. At the present  
 2 time, Verizon VA has no equipment capable of extracting an individual voice  
 3 channel from the DS-1 facility. Consequently, a single loop cannot be unbundled.  
 4 Thus, to provide AT&T access to a single unbundled loop to one end user,  
 5 Verizon VA must either move the loop to a spare facility, or demultiplex the loop.

6 **Q. IS AT&T'S DEFINITION OF NGDLC LOOPS CONSISTENT WITH THE**  
 7 **COMMISSION'S DEFINITION OF A LOCAL LOOP?**

8 A. No. AT&T defines NGDLC loops to include "line cards, DSLAM functionality,  
 9 line splitters (whether or not integrated with the DSLAM), other remote terminal  
 10 electronics, and the functionality resident in Verizon's central office that  
 11 multiplexes and/or demultiplexes, aggregates and/or disaggregates commingled  
 12 communications to permit exchange of communications between the retail  
 13 customer's premises and the network of the retail customer's chosen service  
 14 provider."<sup>64</sup> As explained in Verizon's Direct testimony, the Commission, has  
 15 made clear on several occasions that the local loop does not include all of these  
 16 facilities.<sup>65</sup>

17 **Q. IN ADDITION TO THE REASONS OUTLINED IN VERIZON VA'S**  
 18 **DIRECT TESTIMONY, WHY SHOULD THE COMMISSION REJECT**  
 19 **AT&T'S PROPOSED CONTRACT LANGUAGE ON NGDLC LOOPS?**

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<sup>64</sup> AT&T proposed Schedule 11.2 § 2.4.6(c).

<sup>65</sup> Verizon VA Advanced Services Panel Testimony at 64-67.

1           A.     As AT&T readily admits, the Commission is addressing the legal, technical, and  
 2                   operational aspects of issues surrounding access to the high frequency portion of  
 3                   fiber served loops. Verizon VA's interconnection agreements should not prejudice  
 4                   that examination. Even if this Commission were to address this issue in this  
 5                   arbitration, evidence in its rulemaking proceeding overwhelmingly makes clear  
 6                   that AT&T's proposed contract language should be rejected.

7           **Q.     PLEASE ELABORATE ON THIS EVIDENCE.**

8           A.     Verizon VA refers to, and incorporates by reference the following filings made by  
 9                   Verizon, which are attached as Rebuttal Exhibits ASP-5 - 8:

- 10                   •   **Rebuttal Exhibit ASP-5. *Verizon's October 12, 2000 Comments in CC***  
 11                       ***Dockets 98-147 and 96-98.*** These comments demonstrate that expanding  
 12                       ILEC unbundling obligations into the advanced services arena will  
 13                       discourage the deployment of advanced technologies and services.  
 14                       Specifically, there is no basis for imposing any unbundling requirements  
 15                       on electronics, whether or not they are used for advanced services.
- 16                   •   **Rebuttal Exhibit ASP-6. *Verizon's November 14, 2000 Reply***  
 17                       ***Comments in CC Dockets 98-147 and 96-98.*** These comments and the  
 18                       attached declaration of Charles Kiederer demonstrate that line sharing  
 19                       obligations on ILEC's DLC systems between the central office and the  
 20                       remote terminal is not technically possible. This is because, where DLC is  
 21                       present, voice and data signals can occupy the same transmission path  
 22                       only on the copper portion of the line nearest to the customer's premises.  
 23                       Once the signals enter the remote terminal and encounter the DLC  
 24                       electronics, they must take separate transmission paths to the central  
 25                       office, because the DLC transmission path allocated for the voice signal  
 26                       cannot practically support the transmission of packetized data.
- 27                   •   **Rebuttal Exhibit ASP-7. *Verizon's February 27, 2001 Comments in***  
 28                       ***CC Dockets 98-147 and 96-98.*** Verizon's comments demonstrate why the  
 29                       Act's unbundling obligations should not be extended into the broadband  
 30                       world. Such requirements would only create additional disincentives for  
 31                       ILECs to deploy broadband capabilities. Moreover, the "impairment" test  
 32                       cannot be met for broadband transport because the broadband marketplace  
 33                       is competitive, and alternatives are available. Verizon's comments also  
 34                       demonstrate that a fiber transport facility between packet switching  
 35                       capabilities in ILEC central offices and the DSLAM functionality in

remote terminals, at this point, does not exist in Verizon's network. The Commission does not have the authority to require ILECs to upgrade their networks for CLECs by adding such facilities, as § 251 of the Act requires only that a carrier provide access to existing network elements — there is no requirement that an ILEC must build new network capabilities for the purpose of unbundling that network for its competitors. Similarly, the Act does not require that an ILEC build and unbundle a network that is superior to its existing network. Verizon's comments also demonstrate that the joint use of the fiber feeder between the central office and the remote terminal does not fall within the definitions of the local loop UNE or shared transport.

- **Rebuttal Exhibit ASP-8. Verizon's March 13, 2001 Reply Comments in CC Dockets 98-147 and 96-98.** These comments confirm that the Commission's existing rules do not require ILECs to provide an unbundled network element that includes a copper loop, DSLAM capability at a remote terminal and fiber distribution plant. Contrary to AT&T's claims, the definition of the local loop does not include DSLAMs and optical concentration devices ("OCDs"), and that the new loop-plus-intermediate-DSLAM network element that AT&T seeks does not meet the unbundling standards of the Act.

**Q. IN HIS SUMMARY OF AT&T'S FILINGS WITH THE COMMISSION ON THIS SUBJECT, AT&T WITNESS PFAU STATES ON PAGE 142 OF HIS DIRECT TESTIMONY THAT ILECS WOULD HAVE SIGNIFICANT INCENTIVES TO DEPLOY NGDLC LOOPS EVEN IF REQUIRED TO PROVIDE THEM AS UNES. IS HE CORRECT?**

**A.** Not entirely. ILECs may have an incentive to deploy NGDLC for the provisioning of POTS services, but not necessarily NGDLC with DSLAM functionality. In comments filed in the same proceeding, Catena Networks correctly observed that

incumbent carriers will have little or no incentive to make capital investments in DSL technologies if they are required to provide their competitors access to those capabilities at prices that are below cost.

1 Verizon VA, for one, would be disinclined to deploy fiber from the central office  
2 to the remote terminal and to install DSLAM functionality in the remote terminal  
3 if it was going to have to provide those facilities to its competitors as part of a  
4 UNE at TELRIC-based prices. In fact, no rational carrier would spend money to  
5 deploy new capabilities if they were then required to be unbundled and offered on  
6 those terms. TELRIC pricing has a chilling effect on network investment and on  
7 modernization of the loop and inhibits competitive network growth. Only where a  
8 carrier is given an opportunity to recover its costs and earn a return commensurate  
9 with the risk of deploying this technology would the carrier invest the money in  
10 them.

11 **Q. SHOULD THE COMMISSION GIVE ANY WEIGHT TO THE TEXAS**  
12 **ARBITRATOR'S JULY 13, 2001 ORDER REFERENCED BY AT&T?**

13 A. No. First, Verizon VA notes that the Arbitrator's decision in Texas addressed  
14 whether or not to unbundle SBC's Project Pronto or permit line card collocation.  
15 The Texas Arbitrator unbundled Pronto in part because it found the Commission's  
16 conditions for unbundling packet switching packet switching had been met by  
17 SBC in Texas. As Verizon VA made clear in its Direct Testimony, Verizon VA  
18 does not have a Project-Pronto-like NGDLC architecture or any functionally  
19 similar architecture deployed in Virginia. Nor can Verizon VA be required to  
20 deploy such an architecture to satisfy AT&T's business needs. Indeed, Verizon  
21 VA is currently prohibited from owning certain equipment necessary to deploy  
22 such an architecture (OCD equipment and ADLU line cards).

Second, as Verizon VA has demonstrated in its Direct Testimony, the Commission's four conditions for unbundling packet switching cannot be met for Verizon VA.

**Q. HAS ANY OTHER COMMISSION REJECTED AT&T'S PROPOSED NGDLC LANGUAGE?**

A. Yes, in a far more relevant proceeding, the New York Commission rejected the very arguments made by AT&T here, stating as follows:

The Commission finds that it is premature to consider the inclusion of any NGDLC provisions in the new agreement given the current status of this technology and pending its regulatory review. Similarly, we did not require the provision of NGDLC loops on a UNE basis in the DSL Collaborative Proceeding. We find that this matter can be better addressed in the DSL Collaborative Proceeding if and when Verizon makes these loops available to competitors.<sup>66</sup>

**IV. ISSUE V-9: RESALE OF ADVANCED SERVICES**

**Q. SHOULD VERIZON VA'S INTERCONNECTION AGREEMENT WITH AT&T INCLUDE SPECIFIC PROVISIONS TO SUPPORT ADDING RESOLD VADI xDSL TO LOOPS PURCHASED BY AT&T FOR RESALE?**

A. No. Verizon is in the process of developing a new service known as "DSL Over Resold Lines." This service will allow resellers to resell VADI's xDSL service over existing resold voice lines. However, this service is not yet available in Virginia. Both Verizon and VADI must make numerous modifications to their

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<sup>66</sup> NT AT&T/Verizon Arbitration Order at 61-62.

OSS systems and operational procedures to accommodate this proposed service offering. For example, Verizon must modify its current resale systems to handle the ordering, provisioning, maintenance and billing of such a product. Verizon plans to conduct a trial of the new service in Pennsylvania in late August, and to go into commercial production in that state in September. In cooperation with the New York DSL collaborative, Verizon is developing procedures and processes that will provide access to the high frequency portion of a resold voice line to all requesting collocated xDSL data providers. This service is planned for future deployment.

**Q. SHOULD VERIZON VA'S INTERCONNECTION AGREEMENT INCLUDE SPECIFIC LANGUAGE TO PROVIDE AT&T WITH ADVANCED SERVICES FOR RESALE IN THE CIRCUMSTANCE IN WHICH AT&T SERVES THE END-USER THROUGH A UNE-PLATFORM OR UNBUNDLED LOOP?**

A. No. Even if Verizon VA—as opposed to VADI—provided retail xDSL service (which it does not), the Commission has already found that an ILEC “has no obligation to provide xDSL service over . . . [a] UNE-P carrier loop.”<sup>67</sup> Similarly, in its *Line Sharing Reconsideration Order*, the Commission rejected AT&T’s argument that ILECs should be required to provide xDSL service to end users who obtain service from a CLEC using UNE platforms, and denied “AT&T’s request for clarification that under the *Line Sharing Order*, incumbent LECs are

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<sup>67</sup> *SBC Texas 271 Order* at ¶ 330.

1 not permitted to deny their xDSL services to customers who obtain voice service  
2 from a competing carrier where the competing carrier agrees to the use of its *loop*  
3 for that purpose.”<sup>68</sup> Verizon VA certainly cannot be required to resell xDSL on  
4 unbundled loops and platforms when it is not required to provide xDSL on these  
5 UNEs in the first place.

6  
7 AT&T is seeking to circumvent due process which would determine whether  
8 ILEC resale obligations extend to providing resale on UNEs. Recognizing the  
9 complexity of the issue, the Commission recently found that “resale of DSL  
10 services in conjunction with voice services provided using the UNE loop or UNE-  
11 platform raises significant additional issues concerning the precise extent of an  
12 incumbent LEC’s resale obligation under the Act.” Therefore, the Commission  
13 declined to require Verizon to permit resale of xDSL over lines on which a CLEC  
14 provides voice service using a UNE loop or UNE-P. Until these issues can be  
15 addressed, Verizon VA should not be required to include such a requirement in  
16 the interconnection agreement.

17 **Q. WILL RESALE SCENARIOS BE ADDRESSED BY THE NEW YORK**  
18 **DSL COLLABORATIVE?**

19 A. Yes. Verizon VA notes, however, when these scenarios were first raised in the  
20 collaborative, most CLECs did not want to address them because they were not a

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<sup>68</sup> *Line Sharing Reconsideration Order* at ¶ 26 (emphasis added).

priority line splitting arrangement for them. Therefore, provision of resold xDSL services will be addressed in the future.

**V. ISSUE IV-28: COLLOCATION OF ADVANCED SERVICES EQUIPMENT**

**Q. HAVE VERIZON VA AND WORLD COM REACHED AGREEMENT ON THE COLLOCATION OF ADVANCED SERVICES EQUIPMENT?**

A. It appears that the parties have agreed in principle. While the parties have not agreed upon specific language, they have agreed in principle that Verizon VA will permit collocation of advanced services equipment to the extent required by applicable law. Section 1 of the Collocation Attachment to Verizon VA's proposed interconnection agreement to WorldCom sufficiently provides for the collocation of advanced services equipment to the extent required by applicable law:

Verizon shall provide to \*\*CLEC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating \*\*CLEC's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to \*\*CLEC only to the extent required by Applicable Law and may decline to provide Collocation to \*\*CLEC to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to \*\*CLEC in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.



1 Verizon VA will be amending its Virginia Collocation tariff to incorporate the  
2 requirements of the Commission's collocation rules resulting from Order 01-204  
3 in Docket 98-147 issued August 8, 2001, which become effective September 19,  
4 2001.

5  
6 Based on WorldCom's July 19, 2001 letter to the Commission outlining its new  
7 proposed language on this issue, the Joint Decision Points List filed by the parties  
8 on July 27, 2001, and WorldCom's Advanced Services Panel Testimony at 35, it  
9 appears WorldCom has withdrawn its specific proposal originally contained in  
10 proposed sections 4.2.3 of 4.9.4.2 to the UNE Attachment for how Verizon VA  
11 will provide access to the HFPL where DLC has been deployed.

12 **Q. DOES THIS CONCLUDE THE PANEL'S REBUTTAL TESTIMONY?**

13 **A. Yes.**